



CUMBERLAND COUNTY BOARD OF SUPERVISORS

Regular Monthly Meeting
Cumberland County Circuit Courtroom A
Cumberland, VA

AMENDED AGENDA

June 12, 2018

Regular Meeting – 7:00 p.m.

1. **Call to Order**
2. **Welcome and Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Agenda** **Motion**
5. **State and Local Departments/Agencies/Community Service Providers**
 - a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
 - b. VDOT **Information**
 - c. Ms. Tiffany Booker, Victim Witness Program Coordinator **Information**
6. **Public Comments (Part one)**
7. **Public Hearing Notices/Set Public Hearings**
 - a. Ratify the public hearing notice and set a public hearing for CUP 18-04 Shirley Barksdale (pg. 1-2) **Motion**
 - b. **Ratify the public hearing notice and set a public hearing for CUP 18-06 and REZ 18-03 for Green Ridge Recycling and Disposal Facility for June 28, 2018 (pg. ADD 1)** **Motion**
8. **Public Hearings**
 - a. CUP 18-04 Shirley Barksdale (pg. 3-9) **Motion**
 - b. VDOT Secondary Six Year Plan (SSYP) FYE19-FYE2 (pg. 10-17) **Motion**
 - c. CUP 18-01 4Wheel Drive Conversion Specialty (pg. 18-21 and handout) **Motion**
9. **County Attorney/County Administrator Report**
 - a. Consent agenda **Motion**
 - i. Approval of bills
 - ii. Approval of Minutes (May 8, 2018) (pg. 22-35)
 - b. Resolution for the Service of Sarah “Kate” Spry (pg. 36) **Motion**
 - c. Approve contract for water tower with Southern Corrosion (pg. 37-46) **Motion**
 - d. Contract for Emergency Services (pg. 47-48) **Motion**
 - e. Opioid litigation analysis (pg. 49-55) **Motion**
 - f. Appoint Liz Dunn to the Social Services Board **Motion**
 - g. **Mutual Aid Agreement with the Town of Farmville for Fire & EMS Services (pg. ADD 2-11)** **Motion**

- 10. Finance Director's Report**
 - a. Monthly Budget Report ([pg. 56-65](#)) **Information**
 - b. Request for Appropriation for additional funding for the 2017-2018 School Year - \$219,487.85 ([pg. 66-70](#)) **Motion**
 - c. Request for Appropriation for Youth League - \$1,464.00 ([pg. 71-72](#)) **Motion**
 - d. Request for Appropriation for Youth League - \$3,300.00 ([pg. 73-74](#)) **Motion**
 - e. Request for Appropriation for Clerk of Circuit Court - \$523.53 ([pg. 75-76](#)) **Motion**
 - f. Request for Appropriation for Clerk of Circuit Court - \$693.65 ([pg. 77-79](#)) **Motion**
 - g. Request for Appropriation for Clerk of Circuit Court - \$600.00 ([pg. 80-82](#)) **Motion**
 - h. Request for Appropriation for Clerk of Circuit Court - \$2,448.00 ([pg. 83-84](#)) **Motion**
- 11. Planning Director's Report**
 - a. Planning Project updates ([pg. 85-86](#)) **Information**
 - b. Set public hearing for CUP 18-05 Cobbs Creek Substation ([pg. 87](#)) **Motion**
- 12. Old Business**
- 13. New Business**
- 14. Public Comments (Part two)**
- 15. Supplemental Information**
- 16. Board Members Comments**
- 17. Adjourn into Closed Meeting ([pg. 8](#))** **Motion**

Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;
Subject: Host Community Agreement
Pursuant to VA. Code § 2.2-3711.A.1: Personnel;
Subject: Assignment of duties and reorganization-multiple departments
Pursuant to VA. Code § 2.2-3711.A.4: Personal matters not related to public business;
Subject: Elections and leave time
- 18. Reconvene in Open Meeting ([pg. 89](#))** **Motion**

Roll call vote pursuant to Virginia Code § 2.2-3712 certifying “that to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.”
- 19. Additional Information – ([pg. 90-97](#))**
 - a. Treasurer’s Report
 - b. DMV Report
 - c. Monthly Building Inspections Report
 - d. Approved Planning Commission meeting minutes – N/A
 - e. Approved EDA minutes – N/A
- 20. Adjourn – Called Meeting – June 28, 2018.**

**CUMBERLAND COUNTY BOARD OF SUPERVISORS
PUBLIC HEARING**

The Cumberland County Board of Supervisors will meet on Thursday, June 28, 2018, at 7:00 p.m., or as soon thereafter as may be heard, in the Cumberland Elementary School, 60 School Road, Cumberland, Virginia, to conduct public hearings pursuant to Virginia Code Section 15.2-2204, which such hearings may be continued or adjourned, as required under applicable law, and to consider the following items and taking actions in furtherance thereof:

Rezoning (REZ) 18-03 Green Ridge Facility- A rezoning request to construct and operate a municipal (sanitary) landfill and related uses including a convenience and recycling center, transfer station, composting operation, and gas energy power plant. The property is located on the North side of Route 60 near the Powhatan County line and described as Tax Map Numbers: 37-A-69, 44-A-20, 45-A-1, 45-A-7, 44-A-19A, 44-A-13, 44-A-14, 44-A-19, 44-A-22, 44-A-36, 45-1-41, 45-2-2A, 45-2-2B, 44-A-21, and 38-A-7. The parcels have a total area of approximately 1,143.872 acres. All parcels are zoned A-2 with a portion of 45-1-41 zoned R-2. All parcels are not in a growth area with a portion of 45-1-41 in a moderate growth area in the Comprehensive Plan. The request is in Election District 2.

Conditional Use Permit (CUP) 18-06 Green Ridge Facility- A conditional use permit request to construct and operate a municipal (sanitary) landfill and related uses including a convenience and recycling center, transfer station, composting operation, and gas energy power plant. The property is located on the North side of Route 60 near the Powhatan County line and described as Tax Map Numbers: 37-A-69, 44-A-20, 45-A-1, 45-A-7, 44-A-19A, 44-A-13, 44-A-14, 44-A-19, 44-A-22, 44-A-36, 45-1-41, 45-2-2A, 45-2-2B, 44-A-21, and 38-A-7. The parcels have a total area of approximately 1,143.872 acres. All parcels are zoned A-2 with a portion of 45-1-41 zoned R-2. All parcels are not in a growth area with a portion of 45-1-41 in a moderate growth area in the Comprehensive Plan. The request is in Election District 2.

Copies of the complete text of the proposed Conditional Use Permit and Rezoning are available for public review at the office of the Cumberland County Planning Department, County Administration Building, 1 Courthouse Circle, Cumberland, Virginia between 8:30 am and 4:30 pm of each business day. The public is invited to attend this hearing at which persons affected may appear and present their views. Questions or comments may be directed to Mr. James P. Duncan, Planning Director at (804) 492-3520. Persons with disabilities are urged to contact the County Administrator's Office at (804) 492-3625 at least five (5) days prior to the meeting to arrange for any necessary accommodations.

TO: Farmville Herald

Advertise on the following dates:	June 15 and 22, 2018
Authorized by:	Cumberland County Planning Department
Bill to:	Cumberland County Board of Supervisors
	PO Box 110, Cumberland, VA, 23040

JP Duncan
Planning Director
Cumberland County, Virginia 23040
Email: jpduncan@cumberlandcounty.virginia.gov
Phone: (804) 492-3520 Fax: (804) 492-9224

Town of Farmville Memorandum of Agreement

For

Fire and Emergency Services Mutual Aid

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the Town of Farmville and Cumberland County.

WITNESSETH:

WHEREAS, the parties to this Agreement have previously adopted resolutions authorizing participation in the Statewide Mutual Aid Program, which was developed to assist localities to more effectively and efficiently exchange services and resources, especially in response to a major disaster or state-or-locally declared state of emergency; and which program is intended to be supplement to day-to-day mutual aid agreement between adjacent or nearby localities; and

WHEREAS, the parties hereto have determined that the provision of Mutual Aid across jurisdictional lines in accordance with such a local mutual aid will increase the ability of the parties to preserve the health, safety and welfare of the citizens of each of the localities involved; and

WHEREAS, VA CODE ANN. 27-2 AND 27-4(REPL.VOL 2001) and VA CODE ANN, 44-146.20 (CUM. SUPP.2001) authorized local government to establish and carry into effect a plan to provide mutual aid;

NOW, THEREFORE in consideration of the mutual covenants and conditions herein contained, the parties hereto agree to the following:

Section 1. Definition.

The following terms shall have the meaning ascribed to them below.

EMERGENCY- A serious, unexpected situation or occurrence requiring immediate response by fire and/ or emergency services

Mutual Aid Agreement

An agreement between two or more jurisdictions to provide assistance in the form of personnel, equipment or expertise upon the request, one to the other, (a) once the requesting jurisdiction has depleted its resources or is in imminent danger of depleting its resources, as the result of incident demands and needs additional resources to mitigate the incident, and/ or resources to respond to additional calls-for-service in its jurisdiction while it is engaged in other emergency response activities, or (b) in the event that specialized personnel, equipment or expertise needed to respond to an emergency is not available in the requesting jurisdiction.

Section 2. Procedures for Request/Provision of Mutual Aid.

When the actual or threatened emergency exists within the boundaries of any of the parties hereto, as a result of, or due to the imminence of fire or emergency incident, flood, tornado, hurricane, hazardous materials accident, severe storm, or other emergency incident that supersedes the party's ability to mitigate successfully, the affected party shall notify the other party to this agreement of such emergency and its need for emergency aid or assistance. Such request may be made orally communication a request for mutual aid assistance to an authorized representative of a party to this Agreement, specifying the nature, extent and location of the requested assistance. When contacted by the requesting party, such authorized representatives shall immediately assess local resources to determine available personnel, equipment and other assistance and advise the requesting party. Assistance shall be rendered according to the procedures established by the Operation Plan developed and agreed upon by the parties to this Agreement, Pursuant to the provisions in Section3 herein.

Each party shall designate an official empowered to request assistance under this agreement. The official(s) shall also be the person to whom the requesting jurisdiction shall direct its notice of need for emergency aid or assistance. Officials authorized to request and render mutual aid assistance hereunder are designated in Attachment B and C of this Agreement.

Section 3. Operation Plan

The mutual aid assistance to be rendered under this Agreement shall be provided in accordance with the Operation Plan attached hereto as Attachment A, which provisions are incorporated herein by reference. The plan shall outline procedures to be followed in responding to a request for assistance, and for the process of revenue recovery if applicable. The parties shall review this Agreement and, if necessary, propose amendments to the procedures in requesting assistance. Any proposed amendment shall not be effective until approved by written memorandum by the governing bodies of the parties to this Agreement.

Any party to this Agreement requested to render mutual aid assistance shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the provision hereof; provided that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protections within its own jurisdiction.

Section 4. Governmental Immunity and Responsibility

- (a) It is understood that the purpose of this Agreement, the assisting party is rendering aid once it had entered the jurisdiction boundaries of the party requesting assistance.
- (b) When the assistance party is operating under the term of this Agreement on any call beyond the corporate limits of its jurisdiction, it shall be deemed to be operation in a governmental capacity, and subject only to such liability as it would be if it were operating within the corporate limits of its own jurisdiction. The requesting jurisdiction assumes no liability for the actions of the agents of the assisting jurisdictions, nor does the assisting jurisdiction assume any liability for the actions of the requesting jurisdiction.
- (c) This agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity from liability that may be enjoyed by any officer, agent or employee of the parties of said Agreement

- (d) Notwithstanding any other provisions of this Agreement, the services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes. The requesting jurisdiction will be responsible for replacing any expended consumable supplies, either borrowed from another jurisdiction, or consumed in the course of rendering aid by the assisting party.

Section 5. Indemnification and Insurance.

- (a) As provided for in VA. CODE ANN. 27-2 (REPL. VOL.2001). each party to this Agreement agrees to waive any and all claims against all the other parties hereto which may arise out of their activities, outside their respective jurisdiction under such Agreement
- (b) Each Party to this Agreement shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers Compensation Act, as it may be applicable to each party.
- (c) Each party to this Agreement shall be responsible for its own actions and is responsible for complying with the Virginia, motor vehicle financial responsibility laws. Each party hereto agrees to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program. It is understood that the local government may include in the emergency response companies that have motor vehicle titled in the name of the volunteer company. It is the responsibility of each party to this Agreement to determine if the volunteer company has appropriate liability coverage as outlined in this section.

- (d) To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party hereto agrees to obtain general liability, public official's liability and law enforcement liability if applicable, with minimum single limits of no less the \$1,000,000 or maintain comparable self-insurance program.
- (e) Each party shall provide sufficient evidence of coverage provided in the form of a Certificate of Insurance or Letter of Credit, or certify in writing that it maintains a comparable program of self –insurance.

Section 6. Employee Benefits.

- (a) All the immunities from liability and the exemptions under law, ordinances, regulations which the party's firefighters, rescue or Emergency Medical Technicians or attendants, agents and employees have in their own jurisdiction shall be effective in the jurisdiction to which they are giving assistance.
- (b) The parties shall notify each other of title of the official(s) authorized to direct mutual aid. Activities within the requesting jurisdiction.
- (c) Officers, employees, agents and volunteers shall comply with the operational policies of their respective agencies, the parties agree to hold their own officers employees, agents and volunteers responsible and accountable for compliance with established operational policies of their respective departments.

Section 7. Duration

This Agreement shall become effective upon the execution by all parties and remain in effect from year to year until terminated by all parties hereto upon written notice setting forth the date of termination, which shall in no event be sooner than (90) days following receipt of such written notice by parties hereto.

Section 8. Entire Agreement

This agreement including all attachments, shall be modified from time to time by written agreement of the parties hereto and which Attachments are hereby incorporated by reference as a part of this Agreement, represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations, or agreements either oral or written. This Agreement may be amended only by written instrument signed by all authorized representatives of all parties of said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written:

Gerald J. Spates of

The Town of Farmville, Virginia

By: _____ (Seal)

Vivian Giles of

Cumberland, Virginia

By: _____ (Seal)

ATTACHMENT A

Operational Plan

Criteria for Requesting Mutual Aid

- A. Once a requesting party to this Agreement has depleted its resources or is in imminent danger of depleting its resources as a result of incident demands and needs for additional resources to mitigate the incident and /or resources to respond to additional calls-for-service in its jurisdiction while it is engaged in other emergency response activities, or in the event that specialized personnel, equipment or expertise needed to respond to a particular fire or medical emergency is not available in the requesting jurisdiction party shall notify the designated official of other party(ies) to this Agreement of such emergency and its need for emergency aid or assistance. For purposes of this Agreement an “emergency” shall be deemed to include, but not be limited to the following:
1. The rendering of Advanced Life Support assistance. In the event that either party(ies) of this agreement need the specialized services of Advanced Life Support, the opposing entity will provide the personnel and/ or equipment needed when available of specialized personnel and equipment all for such response
 2. Normal Terrain search for persons who are presumed lost and who are not capable of taking care of themselves (e.g. small children, the mentally retarded, the aged and ill).
 3. Natural or man-made disasters, such as floods, tornadoes, fire, hazardous materials incidents, rescue/EMS incidents, or severe storms
 4. Incidents requiring the assistance of a specialist or specialists, including specialized teams and or specialized capabilities.

- B. The requesting shall have committed or shall have foreseen the need to commit all its available resources.

Procedures for Requesting Mutual Aid

- A. Only an official authorized by the parties to this Mutual Aid Agreement to request assistance shall do so by notifying the official in the jurisdictions designated.
- B. The designated official contacted by the requesting jurisdiction shall notify units within the assisting jurisdiction of the possible need for mutual aid assistance, of an actual request for assistance, and if necessary, the need to stand-by.
- C. Assisting personnel shall be deployed as integral units, and under their own supervisor.
- D. **Requesting Mutual Aid response is not guaranteed.** If the request personnel and/or equipment are unavailable due to high activity levels, or impending/existing emergencies in its home jurisdiction, the request for mutual aid may be denied. The jurisdiction receiving a request for assistance shall immediately notify the requesting jurisdiction of such a situation, explaining the reason is cannot assist.

Withdrawal of Mutual Aid Assistance

- A. As soon as possible, the mutual aid personnel and equipment shall be withdrawn and returned to their jurisdiction.
- B. If the mutual aid units are needed in their home jurisdiction before the termination of the emergency incident, the ranking mutual aid official shall notify the on-scene commander of the situation. The on-scene Incident Commander must release the mutual aid units as soon as possible.

ATTACHMENT B

Officials Authorized to Request and Render Mutual Aid

Town of Farmville

Below are those persons designated as “officials” authorized to request and to render Mutual Aid assistance to the participating jurisdictions:

1. Town Manager
2. Mayor
3. Police Chief
4. Fire Chief
5. Public Works Director

All “officials” will determine resource availability prior to authorizing the rendering of assistance by communications with agencies.

All request for assistance should be routed through The Town Manager, Emergency Manager or Farmville 911 Communications Center.

Authorizing Signature: _____

(Name/ Title)